

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS DIVISION

FILED
U.S. BANKRUPTCY COURT

2023 OCT 18 P 3:36

S.D. OF N.Y.

Chapter:13

Case No.: 23-22577-CGM

Judge: Hon. Cecelia G. Morris

-----X
In re:

Alicia Hinson Carpenter,

Debtor,
-----X

To: Trustee Thomas C. Frost, Esq.

Honorable Cecelia G. Morris

Again, for purposes of the courts time, I will try to keep this short. As stated in my letter to the court dated September 13, 2023; (**Exhibit A**) I have been trying to obtain an accurate and consistent payout/buyout number. As also stated in my September 13, 2023 correspondence to the court, there is major inconsistencies and irregularities regarding the final payout/buyout number. In addition, as stated in my September 13, 2023 letter, I am NOT trying to misuse or abuse the Bankruptcy Court. In fact, I would have much preferred to receive consistent information attorney DiCaro of Shapiro, DiCaro and Barak LLC which later became LOGS, LLC and Champion Mortgage which later became PHH and somewhere in there Nationstar Mortgage. I can provide correspondences with all.

FACTS

1. **Exhibit B** is the reported buyout number provided by McCalla Raymer Leibert Pierce, LLC, which states that a buyout number as of **August 1, 2023** is **\$425,507.32**.
2. **Exhibit C** by Attorney DiCaro states that **\$457,669.44** was owed on **May 20, 2022**. Which is approximately 1 ½ yrs. ago/ some 18 months ago.
3. One can understand my confusion. How could I owe less now than I did 18 months ago???
4. To further add to my confusion, when I exited the Bankruptcy Court in October of 2021, our former attorney David Eddy, provided to the court a buyout number from Champion Mortgage of approximately \$380,000. How in 7 months did we accumulate approximately \$70,000 which attorney DiCaro states in Exhibit C???? I can provide the numerous correspondences that started in November of 2021 with attorney DiCaro and his associates.
5. Not to mention I was originally ready and capable to go to close with Nationstar and Mr. John Rieger when the debt owed was approximately \$249,000. I can provide documentation of the correspondences.
6. My only reason for needing the assistance of the Bankruptcy Court on so many occasions, is in fact due to the numerous inconsistencies and irregularities of the above named agencies. As stated I can provide documentation.
7. This loan reportedly started with my 95 year old mother who was suffering from dementia and was not in any frame of mind to enter any mortgage agreement of approximately \$130,000.

8. Numerous representatives of the above organizations have stated that they don't want the home, however they continue to squeeze every bit of equity out.

WHEREFORE: I have no problem with the court lifting the stay, if there was a consistent buyout number. I SINCERELY AND WHOLE HEARTEDLY DO NOT BELIEVE THIS IS AN ACCIDENT ON THEIR PART!! I ask and pray that the court assist in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Rev. Alicia H. Carpenter", with a long horizontal line extending to the right.

Reverend Alicia Hinson Carpenter

Dated: October 18, 2023

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS DIVISION

EX. A

-----X

In re:

Chapter:13

Alicia Hinson Carpenter,

Case No.: 23-22577-CGM

Debtor,

Judge: Hon. Cecelia G. Morris

-----X

To: Trustee Thomas C. Frost, Esq.

Honorable Cecelia G. Morris

I would first like to apologize for this late correspondence. I will try to keep this short. I would also like to make it abundantly clear, that I have been desperately trying to acquire an accurate, consistent payout number on the reported loan on my home.

I have and have had for more than 2 (two) years now, the ability and the means to resolve this loan.

Between Wells Fargo, Nationstar Mortg., Champion Mtg., PHH Mortg. and especially attorney DiCaro of LOGS,LLC formally Shapiro, DiCaro & Barak. I have been unable to acquire an itemized accurate and consistent buyout number from these numerous entities. Now there is McCalla Raymer Leibert Pierce, LLC, Attorneys for Mortgage Assets Management, LLC. has been added. I do not believe that this is one big accident on their part to not provide an itemized, accurate and consistent payout number. I can and will provide documentation of the numerous correspondences.

Also I would like to make it clear, that any suggestion that I may be misusing or abusing the bankruptcy process is false. I am simply trying to save the home that I have lived in for more than 60 years (sixty).

WHEREFORE: I ask and pray for your assistance in this matter.

Respectfully,

Reverend Alicia Hinson Carpenter

Dated: September 13, 2023

EXB

DEBT AND VALUE REPRESENTATION

5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR
TO MOVANT as of AUGUST 10, 2023: \$425,507.32

(Note: this amount may not be relied on as a "payoff" quotation.)

6. MOVANT'S ESTIMATED MARKET VALUE OF THE REAL PROPERTY OR
COOPERATIVE APARTMENT: \$500,000.00

7. SOURCE OF ESTIMATED VALUATION: Broker Price Opinion/Appraisal.

**STATUS OF THE DEBT GOOD THROUGH
AUGUST 1, 2023**

totals are estimated as POC has not yet been filed

8. TOTAL PRE-PETITION INDEBTEDNESS OF DEBTOR TO MOVANT GOOD
THROUGH AUGUST 1, 2023: \$424,774.24 (Total Debt)

A. AMOUNT OF PRINCIPAL:	<u>\$288,546.20</u>
B. AMOUNT OF INTEREST:	<u>\$112,420.91</u>
C. AMOUNT OF ESCROW (taxes and insurance):	<u>N/A</u>
D. AMOUNT OF FORCE PLACED INSURANCE EXPENDED BY MOVANT:	<u>N/A</u>
E. AMOUNT OF ATTORNEYS' FEES BILLED TO DEBTOR PRE-PETITION:	<u>N/A</u>
F. AMOUNT OF PRE-PETITION LATE FEES, IF ANY, BILLED TO DEBTOR	<u>N/A</u>

9. INTEREST RATE: 6.76000% (If interest rate is (or was) adjustable, please list the
rate(s) and date(s) the rate(s) was/were in effect on a separate sheet and attached the
sheet as an exhibit to this form; please list the exhibit number here: **INTEREST
RATE GOOD THROUGH 8/1/2023**

10. PLEASE EXPLAIN ANY ADDITIONAL PRE-PETITION FEES, CHARGES OR
AMOUNTS CHARGED TO DEBTOR'S ACCOUNT AND NOT LISTED ABOVE:
MIP: \$2,768.39; SERVICING FEES: \$5,770.60; CORPORATE ADVANCES:
\$15,186.69; INTRA MONTH PER DIEM TOTAL: \$81.45

(If additional space is needed, please list the amount on a separate sheet and attach the
sheet as an exhibit to this form; please list the exhibit number here: N/A.)



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File

May 20, 2022

Jim Carpenter
233 Woodworth Avenue
Yonkers, NY 10701

gospelcafe@aol.com

RE: Loan#: [REDACTED] 6911
Mortgagor: Alice Hinson
Property Address: 233 Woodworth Avenue, Yonkers, NY 10701
Our File No.: 12-015482

Dear Mr. Carpenter:

We are in receipt of your request for information pertaining to the sums necessary to pay off the above referenced mortgage account. The amount listed below must be tendered to this office by May 31, 2022 to satisfy the loan in full.

\$457,669.44 made payable to PHH Mortgage Corporation (Including Attorney Fees and Costs) in the form of an official bank check, certified check or bank attorney closing account check.

The following is a breakdown of the amount due:

Amount Due Per Judgment	\$263,215.78
Interest Due	
Contract Rate 3.050% 05/12/17 to 05/22/17	2,243.46
Legal Rate 9.000% 08/23/17 to 04/29/22	110,983.31
Legal Rate 2.000% 04/30/22 to 05/31/22	447.11
Attorney's Fees Per Judgment	1,300.00
Costs Per Judgment	2,803.44
Post Judgment Advances (Escrow, Property Inspections, Appraisals)	74,990.34
Advertising Expenses	1,353.00
Tax Search	333.00
Total	\$457,669.44

Funds received after the above date will not be accepted. If you cannot tender the full amount due by this date, please contact our office when you are in a position to either pay off the loan or bring the account current and advise us of the date when you expect to be able to tender funds. We will then provide updated figures good through that date.

www.LOGS.com

Practicing in Indiana and Texas as Law Office of Gerald M. Shapiro, LLP

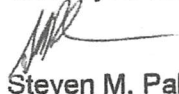
Case File No. 25-0-1042
 Program - Robert A. Woodworth Award, January 1990
 Recognition - Alice Hanson
 Location - [REDACTED] 1042-1

Please do not send an insufficient amount as the funds will automatically be returned. If you do not have sufficient funds to pay the loan in full by the aforementioned date, the mortgagor may submit, in writing, an alternative payment proposal that we will forward to our client for review. Acceptance into a Loss Mitigation program is not guaranteed.

Acceptance of funds and reinstatement of the mortgage are both subject to verification by our client. Please note that we may continue with the foreclosure and fees and/or costs advanced by the mortgagee may be due in addition to the sum quoted above. Upon verification of acceptance of said funds, this office will discontinue the foreclosure action and cancel the Notice of Pendency filed against the property.

Please note that this letter is sent to you without prejudice to any foreclosure proceedings, nor shall same constitute or be deemed a waiver of any of our client's rights nor affect the fact that the loan has been accelerated and the principal balance is now due. Further, this letter may not be used in any Court for any purpose whatsoever, and is sent to you for informational purposes only.

Thank you for your cooperation.



Steven M. Palmer, Esq.

Foreclosure Attorney

LOGS Legal Group LLP f/k/a Shapiro, DiCaro & Barak, LLC

175 Mile Crossing Boulevard

Rochester, New York 14624

SMP/nrr

THIS FIRM IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT; ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you are under the protection of the U.S. Bankruptcy Code, this is NOT a demand for payment. This letter is provided for information purposes only at your request.

